

# **REQUEST FOR PROPOSALS**

**“TEMPO Stored Procedures Development for E-Business”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 7401-09-01**

**February 16, 2009**

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# REQUEST FOR PROPOSALS

## “TEMPO Stored Procedures Development for E-Business” Louisiana Department of Environmental Quality

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## REQUEST FOR PROPOSALS

### “TEMPO Stored Procedures Development for E-Business” Louisiana Department of Environmental Quality

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#### PART I. ADMINISTRATIVE INFORMATION

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##### 1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ) utilizes a very large data base called TEMPO (Tools for Environmental Management and Protection Organization) for housing most of its environmental data and information regarding its regulated community, including environmental permit data, etc. TEMPO is a PowerBuilder application using an Oracle 10g database.

The Louisiana Department of Environmental Quality (LDEQ) seeks proposals for consulting services that will help LDEQ Information Services develop a backend data interface to allow LDEQ programmers to easily transfer data between the Online Permit applications and the TEMPO Database and write stored procedures general enough for use in many applications yet specific enough to emulate the updating of the TEMPO database as if the TEMPO Application were being used to enter and create the data manually.

LDEQ requires the services of a qualified and experienced contractor to provide consulting, development, documentation, and project management necessary to implement a successful set of parameter driven stored procedures. These stored procedures will allow a backend data interface to emulate the manual processes that LDEQ Permit Writers follow when they enter Permit Application data directly into TEMPO from paper applications received via mail.

LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services.

##### 1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately [*beginning date*] and ending approximately [*end date*] with the option to renew annually up to 2 additional years.

Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of

requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

### **1.3 Proposal Preparation**

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

### **1.4 Questions and Answers**

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by March 3, 2009. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Robyn Geddes  
Contracts and Grants Division  
Louisiana Department of Environmental Quality  
P. O. Box 4303  
Baton Rouge, LA 70821-4303

or submitted by e-mail to: [Robyn.Geddes@la.gov](mailto:Robyn.Geddes@la.gov)

Questions will also be accepted by FAX at (225) 219-3823.

Responses to questions can be accessed by going to [www.deq.louisiana.gov](http://www.deq.louisiana.gov), (go to “Divisions”, click on Contracts & Grants). It is the responsibility of potential proposers to check the Contracts & Grants web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.). Proposals that do not use the most recent updates **will not** be considered. Questions and answers that may potentially result in the disclosure of information from proposals of competing proposers will not be published.

### **1.5 Submission of Proposals**

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before March 19, 2009. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Lisa Miller, Contracts and Grants Division  
Louisiana Department of Environmental Quality  
602 N. Fifth Street, Galvez Building  
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

#### **1.6 Changes, Addendum, or Withdrawal of Proposals**

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

#### **1.7 RFP Schedule Summary**

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process; however, LDEQ reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.**

<b>Event</b>	<b>Date</b>	<b>Local Time</b>
Begin Advertisement of RFP	2/16/09	
Deadline for LDEQ receipt of written questions from prospective proposers	3/3/09	4:00 p.m.
Proposal due date and time	3/19/09	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 4/13/09	
Estimated initiation of the contract period	Approximately 6/1/09	

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## **PART II. GENERAL INFORMATION**

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### **2.1 “Foreign” Corporations Contracting with the State of Louisiana**

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

### **2.2 Disclosure of Ownership Affidavit**

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

### **2.3 Code of Ethics for State Employees**

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 28).

### **2.4 Insurance Requirements**

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 17). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins.

### **2.5 Proposal Costs**

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.

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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **3.1 Proposal Content**

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

### **3.2 Elements for Technical Proposal (Volume I)**

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

#### **3.2.1 Proposal Cover Sheet**

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

#### **3.2.2 Table of Contents**

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

#### **3.2.3 Scope of Services**

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ.

(b) Project organization

Provide a project-specific organizational chart identifying the proposer's key personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, point of contact for LDEQ. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position).

(c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

### **3.2.4 Personnel Qualifications and Experience**

LDEQ anticipates the need for the following professional and paraprofessional Contractor personnel:

- (1) the Project Manager should have a Bachelor's degree and a minimum of three (3) years of project management experience with TEMPO Database structure;
- (2) the Professional Staff should have a Bachelor's degree and a minimum of three (3) years experience with the TEMPO Database structure; ability to write stored procedures general enough for use in many applications yet specific enough to

emulate the updating of the TEMPO Database as if the TEMPO application were being used to enter and create the data manually; and have successful past designs and implementation;

- (3) the Administrative/Clerical personnel should have a high school diploma or GED. Should have experience with invoice preparation, procurement, support of the Project Manager and other general office duties.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

### **3.2.5 Company Qualifications and Experience**

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include work with a TEMPO System, Oracle 10g database. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since October, 2005) which demonstrates the needed skills and experience. Experience gained through joint ventures by the company may be included. In the event that the company has not done these types of development projects under its present organizational name during the past three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

### **3.2.6 Subcontractors**

Subcontractors will not be allowed.

### **3.2.7 Price Proposal (Schedule of Prices)**

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedule of Prices. No other format is acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and if necessary will issue any correction as an amendment to the solicitation.

**Only** Attachment 4, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc., they will not be considered.

## **3.3 Elements for Financial Information (Volume II)**

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements reviewed by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements reviewed by an independent CPA for each complete year in business and an interim Financial Statement reviewed by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for the corresponding Financial Statements.

**OR**

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

### **3.4 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

### **3.5 Use and Disclosure of Confidential Information**

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

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## **PART IV. PROPOSAL EVALUATION AND SELECTION**

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### **4.1 Evaluation Process**

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Louisiana Office of Contractual Review.

### **4.2 Evaluation Criteria**

All proposals will be evaluated according to the following weighted criteria:

- (1) 15% Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).
- (2) 15% Qualifications and relevant experience of the proposer's key personnel assigned to the project (Part III, Section 3.2.4).

- (3) 30% Qualifications and relevant experience of the proposer in working with a TEMPO System, Oracle 10g database (Part III, Section 3.2.5).
- (4) 40% Price (Part III, Section 3.2.7).

#### **4.3 Price Evaluation Calculation**

The proposal with the lowest total price from Attachment 4, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$40 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

#### **4.4 Clarifications and Oral Presentations**

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before April 6, 2009. Presentations will be made by the selected proposers on April 7, 2009, at a time assigned by LDEQ.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

#### **4.5 Determination of Responsibility**

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

#### **4.6 Contract Award and Debriefings**

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately April 13, 2009, and will issue a “Notification of Award” letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ’s decision in writing, and may request a post-award debriefing by contacting Lisa Miller at (225) 219-3816, or by e-mail at [lisa.miller@la.gov](mailto:lisa.miller@la.gov).

#### **4.7 Protest of the Solicitation or Award**

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

## ATTACHMENT 1. PROPOSAL COVER SHEET

**Project Title:** "TEMPO Stored Procedures Development for E-Business"

**Proposer:** \_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Company Address

**Proposer's Contact Person:**

\_\_\_\_\_  
Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Address  
  
Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_      FAX No. ( \_\_\_\_\_ ) \_\_\_\_\_

**I hereby certify that:**

1. This proposal will remain in effect for at least ninety (90) days from March 19, 2009.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT 2. STATEMENT OF WORK**

### **“TEMPO Stored Procedures Development for E-Business” Louisiana Department of Environmental Quality**

#### **1.0 GOALS AND OBJECTIVES**

The mission of the Louisiana Department of Environmental Quality (LDEQ) is to provide service to the people of Louisiana through comprehensive environmental protection in order to promote and protect health, safety, and welfare while considering sound policies regarding employment and economic development. The Information Services Division (ISD) supports LDEQ’s mission by providing creditable and defensible data for decision making purposes.

LDEQ utilizes a very large database called TEMPO (Tools for Environmental Management and Protection Organizations) for storing most of its environmental data and information regarding its regulated community, including environmental permit data. TEMPO is a PowerBuilder application using an Oracle 10g database.

A critical priority for LDEQ is to allow its regulated community to apply for environmental permits online. In order for LDEQ to offer a web based user interface for collecting permit data, the data must be updated in the TEMPO database. A backend data handler must be created to allow LDEQ programmers to easily interface the TEMPO database with the Online Permit applications and other future applications. LDEQ requires contractor services for the development of a series of parameter driven stored procedures that will enable data transfer.

#### **2.0 CONTRACTOR TASKS**

##### **2.1 Commencement Conference**

Within fifteen (15) calendar days of LDEQ’s Notice to Proceed a commencement conference shall be held between the Contractor’s key personnel (a maximum of two) and LDEQ staff to discuss the commencement of the project and answer any questions regarding the contract. This conference will be held at LDEQ Headquarters in Baton Rouge (602 N. Fifth Street). LDEQ will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood.

##### **2.2 Technical Assistance and Consulting Services**

Technical assistance and consulting services provided by the Contractor shall include the following tasks:

- (1) consultation and project management to implement a successful set of parameter driven stored procedures;
- (2) providing backend data handling functions via parameter driven stored procedures that allow LDEQ programmers to easily interface between Online Permit applications

(which store data in an intermediate XML file) and the TEMPO database (Procedures will assist in data transfer that emulates (models) a Powerbuilder application with an Oracle 10g database.);

- (3) developing stored procedures that emulates common tasks which take place while running in-house TEMPO applications [Examples include but are not be limited to: creating an Agency Interest (AI), creating a Subject Item Details Data, creating an organization/person/contact, creating a compliance evaluation document, updating facility information and loading requirements into a Central File document.];
- (4) performing on-site interviews to understand needs (i.e., work with users, IS personnel and others to understand how the manual data input applications work with the TEMPO database);
- (5) configuring software, as needed;
- (6) conducting on the job training and preparing and submitting documentation to enable LDEQ IS personnel to perform long term support and future development.

### **3.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL**

The Contractor's personnel shall:

- (1) have knowledge of LDEQ's TEMPO database structure;
- (2) have skill in writing simple to complex stored procedures utilizing the Oracle 10g PL/SQL and .NET languages
- (3) have the ability to write stored procedures general enough for use in many applications yet specific enough to emulate the updating of the TEMPO database as if the TEMPO application were being used to enter and create the data manually; and
- (4) provide evidence of successful past designs and implementations.

(See RFP Part III, Proposal Preparation and Instructions, Section 3.2.4 Personnel Qualifications and Experience).

### **4.0 PROJECT MANAGEMENT**

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. Project management includes, but is not limited to, meetings, supervision, record-keeping, preparation and submission of submittals and deliverables, and contract administration. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to Work Orders or the contract;
  - (c) resolving disputes between the Contractor and LDEQ; and
  - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of deliverables, including:
  - (a) Progress Reports describing all work completed or in progress during the preceding period (submitted electronically on the first and third Tuesday of every month no later than 10:00 am CST).

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal to represent the Contractor's organization and to manage the project. LDEQ reserves the right to approve the person assigned as Project Manager.

#### **4.1 Operation of the Contract**

LDEQ and the Contractor shall create a prioritized list of the needed stored procedures. Creation of each set of stored procedures will be initiated by the issuance of a written work order.

To monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by LDEQ through Work Orders issued according to the following procedure:

- (1) LDEQ will issue a written Work Order signed by the LDEQ Project Manager (or designated representative) describing the required tasks, deliverables, and due dates. Each Work Order may include multiple tasks. Multiple Work Orders may be in progress at the same time, however, the Contractor must, both in reporting and billing, segregate activities and charges on a Work Order basis.
- (2) the Contractor will review the Work Order and submit a written response to LDEQ within the number of days specified in the Work Order including:

- (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal are eligible); and
  - (b) an estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Work Order).
- (3) LDEQ will review the Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary. Acceptance or rejection of the Contractor's response will be provided in writing.
  - (4) Upon receipt of written acceptance of the cost estimate, the Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to LDEQ within the established time limits. It is the responsibility of the Contractor to plan and organize his time efficiently in order to meet LDEQ deadlines and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by LDEQ prior to the Contractor performing the work and/or incurring additional costs.
  - (5) LDEQ will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.
  - (6) Upon receipt of LDEQ's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according the procedures defined in the contract (Attachment 5).

#### **4.2 Progress Reporting by the Contractor**

A Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period must be included with each invoice.

The Progress Report shall include:

- (1) the Contractor's name, address, and the name of the Project Manager;
- (2) LDEQ's contract number and project title;
- (3) the dates of the reporting period; and
- (4) a description of the progress made including problems experienced, and the effect of problem/changes on the due date of deliverables or activities necessary to meet the schedule.

The Progress Report must be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor, however, LDEQ reserves the right to require format revisions.

### **4.3 Subcontractors**

Subcontractors will not be allowed.

### **4.4 Substitution of Personnel**

To ensure efficiency and continuity, the Contractor's project personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person assigned to work on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

### **4.5 Correction of Deficient Work**

If required by LDEQ, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him prior to LDEQ approval of payment. Deficient work is defined as work that is (a) unsatisfactory, faulty or defective or (b) does not conform to the requirement of the contract documents. If the Contractor does not correct such deficient work on any deliverable within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor by way of a deduction from the total price of the contract. If corrections made to deficient work interfere with any LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

## **5.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

LDEQ will monitor the progress of the Contractor during the contract by:

- (1) designating LDEQ staff to act as the Project and Contract Managers;
- (2) issuing Work Orders;
- (3) reviewing, negotiating and accepting or rejecting Contractor's responses to Work Orders (including cost estimates);

- (4) providing LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (5) monitoring the Contractor's work through telephone communication, meetings, and review of Progress Reports;
- (6) ensuring that deliverables are submitted within the time frame of the contract; and
- (7) reviewing, requiring correction as necessary, and approving all deliverables and submittals;

LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, LDEQ shall not be responsible for the Contractor's performance of the work.

## **6.0 MEASUREMENT AND PAYMENT**

Payment for the tasks required in this Statement of Work shall be based upon the line items listed in the contract Schedule of Prices (Attachment 4).

### **6.1 Commencement Conference**

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Attachment 4, Schedule of Prices. LDEQ will reimburse the Contractor for a maximum of two (2) Contractor personnel for attendance at the conference. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

### **6.2 Technical Assistance and Consulting Services**

The Contractor shall be compensated for the actual number of hours worked. Payment for work performed shall be made in accordance with the hourly rates provided in Attachment 4, Schedule of Prices. Payment shall be made as lump sum upon completion of a Work Order or as progress payments as allowed by the contract.

LDEQ does not guarantee performance of the maximum number of hours included by the Contractor in his Work Order estimate. Additionally, if during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify LDEQ immediately in writing before incurring additional costs. This notification shall include an explanation of anticipated additional hours and a revised

Work Order cost estimate. LDEQ shall determine the acceptability of additional costs and provide written notification to the Contractor before an costs in excess of the original estimate are incurred.

LDEQ reserves the right to terminate Work Orders or to amend an existing Work Order. LDEQ will compensate the Contractor for documented work performed on any Work Order prior to written notification of revision or termination.

Payment items as listed in the Schedule of Prices shall include all activities and resources required for the performance of this work. The price for line items shall include all direct costs, indirect costs, travel and profit.

**ATTACHMENT 3. EXPERIENCE TABLE**

**"TEMPO Stored Procedures Development for E-Business"**  
(Enlarge or duplicate table as necessary)

<b>Client Name and Address</b>	<b>Contact Person and Telephone Number</b>	<b>Project Title and Contract Number</b>	<b>Dates of Project/ Dollar Amount of Contract</b>	<b>Description of Project</b>

**ATTACHMENT 4. SCHEDULE OF PRICES****“TEMPO STORED PROCEDURES DEVELOPMENT FOR E-BUSINESS”  
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

<b>Line Item No.</b>	<b>Pay Item Description</b>	<b>Payment Unit</b>	<b>Estimated No. of Units</b>	<b>Unit Rate</b>	<b>Line Total</b>
1	<b>Commencement Conference<sup>1</sup></b>	hourly	4		
2	<b>Project Manager<sup>2</sup></b>	hourly <sup>3,4</sup>	96		
3	<b>Professional Staff<sup>2</sup></b>	hourly <sup>3,4</sup>	1600		
4	<b>Administrative/Clerical<sup>2</sup></b>	hourly <sup>3,4</sup>	48		
<b>TOTAL PRICE</b>					

- <sup>1</sup> Maximum of two (2) Contractor key personnel. LDEQ anticipates a maximum of 2 hours for the commencement conference. (See Attachment 2, Statement of Work, Section 2.1 Commencement Conference)
- <sup>2</sup> Project Manager, Professional Staff and Administrative/clerical qualifications are provided in RFP Part III, Section 3.2.4
- <sup>3</sup> Each labor category's hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual's customary rate.
- <sup>4</sup> Hourly rates include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel and profit.

**\*ALL BLANKS MUST BE COMPLETED**

## ATTACHMENT 5. SAMPLE LDEQ CONTRACT

### “TEMPO Stored Procedures Development for E-Business”

The contract offered to the successful proposer will have the following form and content:

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and \_\_\_\_\_, officially domiciled at \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract will be identified as “**TEMPO Stored Procedures Development for E-Business**” with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ’s RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from [REDACTED] through [REDACTED]. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature.

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services, and facilities to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review, and participation in a post-award conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of [REDACTED]. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in the Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written

amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Office of Contractual Review, and shall be contingent upon funding by the Louisiana State Legislature. Any additional or out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

7. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goal of this contract is to provide credible and defensible data for decision making purposes. The objectives to be achieved through this contract in order to obtain this goal include:
  - (1) consultation and project management to implement a successful set of parameter driven stored procedures;
  - (2) providing backend data handling functions which allows LDEQ .NET programmers to easily interface between Online Permit applications and the TEMPO database;
  - (3) developing stored procedures that emulates common tasks which take place while running in-house TEMPO applications;
  - (4) performing on-site interviews to understand needs;
  - (5) configuring software, as needed; and

- (6) conducting on the job training and preparing and submitting documentation to enable LDEQ IS personnel to perform long term support and future development.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
  - (1) designating LDEQ staff to act as the Project and Contract Managers;
  - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
  - (3) ensuring that deliverables are submitted within the time frame of the contract;
  - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
  - (5) requiring bi-monthly progress reports.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

9. INVOICING AND PAYMENT

- a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices (Appendix A, Contractor's Proposal) for the actual work and/or hours accepted as completed by LDEQ. The rates included in the Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for each line item in the Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and profit.

- b. Payment procedure:

Payment shall be made as lump sum upon completion of a Work Order or for work with performance periods of more than thirty (30) days, progress payments may be made at the discretion of LDEQ.

Invoices shall be submitted within fourteen (14) calendar days of the last day of the preceding month and shall be based upon the actual amount of work completed during the billing period.

Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested; and
- (5) the balance remaining in the contract.

The invoice shall be signed by the Contractor's Project Manager.

One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

The Contractor shall submit all Work Order deliverables (including a Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period) prior to issuance of payments.

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction

shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

12. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

13. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

14. OWNERSHIP OF PRODUCT

Upon completion of this contract, or if terminated earlier, all software, data files, documentation, records, worksheets, or any other materials related to this contract shall become the property of LDEQ. All such software, records, worksheets, or materials shall be delivered to LDEQ within thirty (30) days of the completion or termination of this contract.

Subject to the preceding paragraph, if the Contractor makes available to LDEQ any software, data files, documentation, records, worksheets or any other materials ("Contractor Materials"), such Contractor Materials are furnished as a non-exclusive license to use the Contractor Materials during the term of this contract and are subject to the restrictions contained herein. Contractor Materials are proprietary to the Contractor and all rights, title and interest thereto remains with the Contractor. LDEQ will not sell transfer, publish, disclose, display or otherwise make available Contractor Materials or copies thereof to any other party.

15. WARRANTIES

The Contractor shall indemnify LDEQ against any loss or expense arising out of any breach of any specified Warranty.

a. Period of Coverage:

The warranty period for software and system components covered under this contract shall begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate thirty-six (36) months thereafter.

b. Free from Defects:

The Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and the Contractor shall without additional charge to LDEQ, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables as accepted by LDEQ.

c. Software Performance:

Specific operating performance characteristics, as proposed, of the software developed and/or installed hereunder are warranted by the Contractor.

d. Original Development:

The Contractor warrants that all materials produced hereunder will be of original development by the Contractor, and will be specifically developed for the fulfillment of this contract. In the event, the Contractor elects to use or incorporate in the material to be produced any components of a system already existing, the Contractor shall first notify LDEQ, which after whatever investigation LDEQ may elect to make, may direct the Contractor not to use or incorporate any such components. If LDEQ does not object, the Contractor may use or incorporate such components at the Contractor's expense and shall furnish written consent of the party owning the same to LDEQ in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor shall arrange to transfer title or the perpetual license for the use of such components to LDEQ for purposes of the contract.

e. No Surreptitious Code Warranty

The Contractor warrants that software provided hereunder will be free from any "Self-help Code" or "Unauthorized Code". "Self-help Code" means any back door, time bomb, drop-dead device, or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than LDEQ. Excluded from this prohibition are identified and LDEQ authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm, or other

software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-help Code".

16. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

17. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
  - (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
  - (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LDEQ.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Lisa Miller  
Contracts and Grants Division  
Louisiana Department of Environmental Quality  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

18. INDEMNIFICATION AGREEMENT

Notwithstanding the above, the Contractor shall complete and return to LDEQ a signed Indemnification Agreement for this contract conforming to the example provided as Attachment 6 of the RFP along with the insurance certificates required in "Contractor's Insurance" above.

19. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

20. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

21. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

22. COMPLIANCE WITH LAWS AND PRIME CONTRACT OR GRANT

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

23. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number                     .

24. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

25. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty,

LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

26. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

27. ANTI-DISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

28. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

29. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524

30. TERMINATION OF CONTRACT FOR CAUSE

The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the cooperative agreement by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

31. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. If the Contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the

proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

32. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESS:**

**DEPARTMENT OF ENVIRONMENTAL  
QUALITY:**

\_\_\_\_\_

\_\_\_\_\_  
Vince Sagnibene, Undersecretary  
Office of Management & Finance

**WITNESS:**

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 6  
INDEMNIFICATION AGREEMENT**

\_\_\_\_\_ agrees to protect, defend, indemnify, save, and hold  
(Contractor)  
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its  
officers, agents, servants and employees, including volunteers, from and against any and all  
claims, demands, expense and liability arising out of injury or death to any person or the  
damage,

loss or destruction of any property which may occur or in any way grow out of any act or  
omission of \_\_\_\_\_, its agents, servants, and employees, or any and all  
(Contractor)  
costs, expense and/or attorney fees incurred by \_\_\_\_\_ as a result of  
(Contractor)  
any claim, demands, and/or causes of action except those claims, demands, and/or  
causes of action arising out of the negligence of the State of Louisiana, all State Departments,  
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to, provide defense  
for, (Contractor)  
and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs  
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

Date accepted \_\_\_\_\_  
Is the Certificate of Insurance attached?  Yes  No

Contract No. \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_  
Purpose of Contract: To provide consulting, development, documentation, and project management necessary to implement a successful set of parameter driven stored procedures.